



P  W E R™

Exclusive Limited Warranty of ERP Power LLC

ERP Power LLC (“ERP”) warrants that its LED drivers and power supply products (each, a “Product,” and, collectively, the “Products”) will be free from defects in materials and workmanship and will perform in accordance with each of the Product’s specifications for a period of five (5) years from the date of manufacture by ERP (the “Warranty Period”), so long as each Product is properly installed, maintained, operated, stored and utilized (a) as specified in ERP’s specification sheet for such Product and (b) in accordance with the National Electrical Code (“NEC”), the Underwriters Laboratories, Inc. Standards for Safety (“UL”), the Canadian Standards Association (“CSA”) and any other national or international electrical standards or certifications overseeing the certification of such Product. Additionally, this limited warranty does not apply to any damage from or failure of any Product arising from the operation of such Product at case temperatures (as measured on the hot spot mark designated by t_c located on the label or on the case of the Product) in excess of 70°C (158°F) or from any other form of misuse, abuse, lightning, electrical surges or any cause not originating by such Product.

ERP XFC Series step-down transformer Products and SPD Series surge protection device Products are warranted to be free from defect in material and workmanship for a period of five (5) years from the date of manufacture. This warranty is not applicable to any XFC Series or SPD Series Product not installed and operated in accordance with (a) specific instructions for installation and wiring of these Products; (b) the current edition of the NEC; (c) the UL; (d) the standards of the American National Standards Institute (ANSI); (e) the CSA; and (f) relevant electrical ratings and maximum case temperature for these Products of 180°C (356°F).

This limited warranty is only available to the original purchaser or first end-user purchaser of any Product (each, a “Purchaser”). Following any claim made during the Warranty Period by a Purchaser with respect to the failure of any Product to comply with the terms of this limited warranty, if a Purchaser returns such Product to ERP or to ERP’s authorized re-seller of such Product, and if ERP determines through an agreed upon testing procedure that such Product is defective, then ERP shall replace such defective Product in a reasonably prompt manner. In that regard, the replacement of any Product by ERP shall be Purchaser’s sole and exclusive remedy, and ERP shall not be responsible for Purchaser’s costs relating to the removal of any defective Product or reinstallation of any replacement Product, including without limitation, any and all shipping, labor or other ancillary costs and expenses incurred by Purchaser.



P  W E R™

THE LIMITED WARRANTY SET FORTH HEREIN SHALL CONSTITUTE THE EXCLUSIVE REMEDY OF A PURCHASER AND THE SOLE LIABILITY OF ERP FOR ANY OF ITS PRODUCTS AND IS IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE. UNDER NO CIRCUMSTANCE SHALL ERP BE LIABLE TO A PURCHASER AT LAW OR IN EQUITY UNDER ANY CLAIM FOR BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, TORT OR OTHERWISE FOR ANY LOSSES, COSTS, EXPENSES OR DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION, ANY LOST PROFITS OR REVENUE, OR ANY INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES. ADDITIONALLY, IN NO EVENT SHALL ERP'S LIABILITY HEREUNDER EXCEED THE ORIGINAL PURCHASE PRICE OF THE PRODUCT.

UNDER NO CIRCUMSTANCES DOES ERP'S LIMITED WARRANTIES SET FORTH ABOVE APPLY TO ANY THIRD-PARTY PRODUCT, WHICH SHALL BE SUBJECT TO ANY WARRANTY PROVIDED BY THE PUBLISHER, PROVIDER, OR ORIGINAL MANUFACTURER THEREOF. ALL THIRD-PARTY PRODUCTS USED IN CONNECTION WITH ERP PRODUCTS ARE PROVIDED "AS IS."

Purchaser shall notify ERP in writing promptly (and in no case later than thirty (30) days after discovery) of the failure of any Product to conform to the limited warranty set forth above. Such notice must be received by ERP during the Warranty Period for such Product and shall describe in commercially reasonable detail the symptoms associated with such alleged failure. Additionally, Purchaser shall provide ERP with an opportunity to inspect any failed Product as installed. Unless otherwise directed in writing by ERP, Purchaser will package the allegedly defective Product in its original shipping carton(s) or a functional equivalent and shall ship it to ERP at Purchaser's sole expense and risk. ERP may, in its sole discretion, request the reimbursement of costs and expenses incurred by it for Products found to be "not defective" or found to be performing in accordance with ERP's technical specifications.

Purchaser assumes the risk of use of each Product and agrees to indemnify ERP against and hold ERP harmless from all liability relating to (i) assessing the suitability for Purchaser's intended use of such Product, (ii) determining the compliance of Purchaser's use of such Product with applicable laws, regulations, codes and standards and (iii) from any liability, claims, loss, cost or expenses (including reasonable attorneys' fees) attributable to Purchaser's products or representations or warranties concerning same. Purchaser hereby accepts full responsibility for all warranty and other claims relating to or arising from Purchaser's products which include or incorporate any of the Products manufactured or supplied to Purchaser by ERP.



P  W E R™

ERP shall indemnify and hold Purchaser harmless from any and all damages, costs and expenses arising from any suit or proceeding brought against Purchaser based on a claim that any Product constitutes (i) direct infringement of any issued United States, European Union, Japan and Taiwan patents, or (ii) violates any copyright or trade secret of any third party, so long as ERP (a) is informed by Purchaser in writing within ten (10) days after receipt by Purchaser and furnished a copy of each communication, notice or other action relating to the alleged infringement and (b) is given all authority (including the right to exclusive control of the defense of any suit or proceeding), information and assistance necessary to defend or settle such suit or proceeding. In the event such Product or any part thereof is, in such suit, held to constitute infringement and the use of such Product or part thereof is enjoined, ERP shall, by its own election and at its own expense, either (a) procure for Purchaser the right to continue using such Product, or modify it so that it becomes non-infringing or (b) remove such Product, or part thereof, and grant Purchaser a credit thereon and accept its return. Under no circumstances shall ERP be liable for any costs or damages if the alleged infringement arises out of compliance with Purchaser's specifications, with any addition to or modification of the Product after delivery thereof or from use of the Product or any part thereof in conjunction with other third party goods. ERP's obligations hereunder shall not apply to any alleged infringement occurring after Purchaser has received notice of such alleged infringement unless ERP thereafter gives Purchaser express written consent for such continuing alleged infringement. ERP shall not be bound in any manner by any settlement hereunder made without its prior written consent, which shall not be unreasonably withheld. If infringement is alleged prior to completion of delivery of a Product, ERP may decline to make further shipments without being in breach of this Agreement. THE FOREGOING STATES THE SOLE AND EXCLUSIVE LIABILITY OF ERP FOR PATENT OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT AND IS IN LIEU OF ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD THERETO.